

REMARKS

Applicant wishes to thank the Examiner for reviewing the present application.

Regarding the Drawings

A set of replacement drawing sheets is provided herewith according to the request by the Official Draftsperson. It is believed that all lines are well defined and the margins are in accordance with 37 CFR 1.84(g).

Rejections Under 35 U.S.C. §103

Examiner Akpati has rejected claim 8, for example, under 35 U.S.C. 103(a) as being obvious over U.S. Patent 5,396,558 to Ishiguro et al. (hereinafter Ishiguro) in view of U.S. Patent 6,049,785 to Gifford. Applicant respectfully traverses the rejection.

Claim 8 recites a method for performing a transaction between a first and second participant. The first participant wishes to gain a service from the second participant and to permit this exchange, the method comprises the following steps:

- a) said first participant verifying the legitimacy of said second participant to obtain assurance that said service will be provided upon payment;
- b) said second participant verifying the legitimacy of said first participant to obtain assurance that payment will be secured upon provision of said service; and

c) said second participant obtaining a digital signature for said first participant on said transaction whereby said second participant may obtain payment from a third participant.

The benefits of using a single digital signature are in the computational savings during the transaction approval. This digital signature is used by the second participant to enable payment from the third participant. This is exemplified on page 6 of the description, lines 13-25 indicating that digital signature is a separate verifier whose purpose is for verification performed by a third participant.

Applicant agrees with the Examiner in that Ishiguro uses a master digital signature instead of a digital signature. However, it is believed that the Examiner has misconstrued the way in which Ishiguro uses the master signature. In fact, it is not relevant to step (c) of claim 8 that Ishiguro uses a master digital signature, since Ishiguro does not have a step of using a separate digital signature of the transaction allowing the second participant to obtain payment from a third participant. The steps used by Ishiguro are clearly stated in Col. 2, lines 40-61, wherein the master digital signature is passed between the IC card (first participant) and the terminal (second participant) to verify the direct transaction between the two entities. A separate digital signature is not used for the purpose of verification with a third participant as recited in step (c). Therefore, the difference between Ishiguro and what has been recited in claim 8 is actually step (c) and not just the difference between the master digital signature and the digital signature used in claim 8.

In view of the foregoing, in combining the teachings of Ishiguro in view of Gifford as the Examiner has done, the only effect to the method taught by Ishiguro is that the master digital signature would be replaced by a digital signature. This would not alter the nature of the method, nor would it read on what has been recited in claim 8. Gifford teaches a network sales system for enabling users to purchase products using a plurality of buyer computers that communicate over a network.

The citation from Gifford used by the Examiner was merely a limitation made to an earlier claim and was not based on teachings from the specification. Upon reviewing Gifford in more detail, it is clear that Gifford's teachings are directed towards purchase orders and particularly buying goods over a network. It would be unreasonable to think that the teachings of Gifford and Ishiguro would be an obvious combination in that they are directed towards different types of transactions. If one did in fact combine the teachings of Gifford and Ishiguro, it is believed that the natural result would not be to take a mere additional feature, namely the use of a digital signature, and apply that to Ishiguro, since the use of a digital signature is not part of the essence of Gifford. Since Gifford teaches a network sales system and Ishiguro teaches of a card and terminal payment method it would be more natural that the combination of these teachings would result in an adaptation of the respective benefits which would render a completely different method and/or apparatus.

If one were to substitute the digital signature from Gifford with the master digital signature from Ishiguro, however unlikely that may be, the result would simply be a modified method according to Ishiguro in which a digital signature is passed back and forth between the IC card and the terminal instead of the first and second master signatures. What has been recited in part (c) of claim 8 would remain lacking in such a combination.

Therefore, Ishiguro does not provide a separate digital signature of the transaction to be used by the second participant to be verified with a third participant for obtaining payment therefrom as recited in part (c) of claim 8. The combination of Gifford and Ishiguro would not teach part (c). In fact, the unlikely combination of these two references would merely change a master digital signature to a digital signature and this combination would remain lacking step (c) of claim 8.

Accordingly, it is submitted that claim 8 clearly distinguishes over the combination suggested by the Examiner and is in condition for allowance. Claims 9 through 18 are either directly or indirectly dependent upon claim 8 and are, therefore, believed to also distinguish over the prior art cited by the Examiner.

CONCLUSION

Applicant requests early reconsideration and allowance of the present application.

Respectfully submitted,

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